AM-02.0000

MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. GEOLOGICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA AND THE NATIONAL SURVEY FOR SEISMIC PROTECTION OF THE REPUBLIC OF ARMENIA CONCERNING SCIENTIFIC AND TECHNICAL COOPERATION IN THE EARTH SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The United States Geological Survey of the Department of the Interior of the United States of America (hereinafter "USGS") and the National Survey for Seismic Protection of the Republic of Armenia (hereinafter "NSSP") hereby agree to pursue scientific and technical cooperation in the Earth sciences in accordance with this Memorandum of Understanding (hereinafter referred to as the "Memorandum").

2. The purpose of this Memorandum is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the USGS and NSSP (hereinafter referred to as the "Party" or "Parties") with respect to the Earth sciences.

3. This Memorandum shall be subject to the Agreement between the Government of the United States of America and the Government of the Republic of Armenia on Science and Technology Cooperation (hereinafter referred to as the "S & T Agreement") signed November 3, 2009.

4. This Memorandum shall replace the memorandum signed between USGS and NSSP signed November 2, 1998.

4. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation among government agencies, universities, research centers, institutions, private sector companies and other entities of the Parties.

5. Each Party may, with the consent of the other Party and to the extent permitted by the laws and policies of each Party's Government, invite other government entities or agencies of the United States or Armenia, and other entities, including scientists, technical experts,

governmental agencies and institutions of third countries or international organizations, to participate in activities undertaken pursuant to this Memorandum, subject to such terms and conditions as the Parties may specify.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Memorandum may consist of exchanges of technical information, visits, and cooperative research consistent with ongoing programs of the Parties. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

A. Global seismology;
B. Geophysical studies, including remote sensing;
C. Geochemical studies, including analytical chemistry;
D. Environmental studies;
E. Geographic information systems; and
F. Energy's mineral assessments.

2. Activities under this Memorandum shall be undertaken in accordance with the laws, regulations, and procedures of each Party.

ARTICLE III. SOURCE OF FUNDING

Cooperative activities under this Memorandum shall be subject to the availability of personnel and appropriated funds. This Memorandum shall not be construed to obligate any particular expenditure or commitment of resources or personnel. In accordance with Article VII below, the Parties shall agree in writing on specific Project Annexes before the commencement of each activity pursuant to this Memorandum.

ARTICLE IV. TAX EXEMPTION

The Parties shall make their best efforts to obtain from their respective Governments exemption from all fees and taxes, including taxes on services rendered or levied on the following items, within the scope of this agreement:

A. Personal effects being used by and belonging to USGS personnel and their authorized agents;

B. Imported scientific and technical material and equipment that belongs to the Government of the United States and would remain its property until the end of the project; and

C. All contracts for construction of facilities necessary to implement this Memorandum.

ARTICLE V. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Memorandum shall be governed by the S&T Agreement.

ARTICLE VI. DISCLAIMER

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE VII. PROJECT ANNEXES

Any activity carried out under this Memorandum shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals is planned, such activity shall be described in an agreed Project Annex to this Memorandum, which shall set forth, in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding source, and other undertakings, obligations, or conditions not included in this Memorandum. In case of inconsistency between the terms of this Memorandum and the terms of a Project Annex, the terms of this Memorandum shall be controlling.

ARTICLE VIII. ENTRY INTO FORCE AND TERMINATION

This Memorandum shall enter into force upon signature by both Parties and remain in force for five (5) years with automatic five year renewal periods unless otherwise agreed to in writing. It may be terminated at any time by either Party upon ninety (90) days prior written notice to the other Party. Unless otherwise agreed, the termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum that are initiated prior to such termination,

DONE at Reston and Yerevan, in duplicate, in the English language.

FOR THE U.S. GEOLOGICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA:

Signature

Marcia McNutt

Name

Director

Title

JUN 04 2010

Date

FOR THE NATIONAL SURVEY FOR SEISMIC PROTECTION OF THE REPUBLIC OF ARMENIA:

Signature

Name

Head

Title

July 29 2011

Date

I certify that this is a true copy of the original Memorandum of Understanding.

Rebecca A. Kenny
International Program Specialist
U.S. Geological Survey
Office of International Programs

Date